

Ringgold Co.

PPME #2003 (Roads)

7/1/2006 6/30/2009

**RINGGOLD COUNTY
BOARD OF SUPERVISORS**

**and
PUBLIC, PROFESSIONAL & MAINTENANCE**

EMPLOYEES LOCAL 2003,

IUPAT, AFL-CIO

7-1-06 to 7-1-09

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PREAMBLE

The Ringgold County Board of Supervisors, as the Employer for Ringgold County, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its residents.

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by statutes of the state of Iowa, except as controlled by this Agreement.

The Employer and the Employee Organization agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability, or because of relationship to other employees by blood or marriage; nor will there be any effort or attempt to cause such discrimination. The Employee Organization agrees to cooperate fully in any affirmative action program or action undertaken by the County.

ARTICLE 1 RECOGNITION CLAUSE

THIS AGREEMENT made and entered into by and between the RINGGOLD COUNTY BOARD OF SUPERVISORS (hereinafter referred to as the "County"), and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO representing Ringgold County Secondary Road Department Employees (hereinafter collectively referred to as the "Employee Organization") as the exclusive bargaining agent for the employees in the bargaining unit set forth in this Article below as stipulated in Case No. 912.

INCLUDING: All employees of Ringgold County Secondary Road Department, including but not limited to the following: Aide I, Aide II, Aide III, Mechanic I, Mechanic II, Working Foreman I, Working Foreman II, Yardman, Maintenance Operator I, Maintenance Operator II, Maintenance Operator III, and all other personnel that come under the County Engineer.

EXCLUDING: Clerical, supervisory, confidential, Engineer, Assistant Engineer, Party Chief, Maintenance Supervisor, secretary-bookkeeper, and all other employees excluded by the Act.

ARTICLE 2 MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine and implement the methods, means, assignments, number, and organization of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours, and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, and demote employees, to suspend, discipline, and discharge employees for proper cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; to maintain the efficiency of governmental operations; to take such action as may be necessary to carry out its mission; to initiate, prepare, certify, and administer its budget; and to exercise all powers and duties granted the Employer by law.

ARTICLE 3 NO STRIKE

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa, 1977) shall be considered part of this Agreement.

ARTICLE 4 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Employee Organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

The authorization shall be as follows:

AUTHORIZATION FOR DEDUCTION OF UNION DUES
RINGGOLD COUNTY

I, the undersigned, do hereby authorize my employer, Ringgold County, to deduct from my wages and transmit to Public, Professional and Maintenance Employees Local Union 2003, International Brotherhood of Painters & Allied Trades, AFL-CIO, the amount of regular dues designated per month. This authorization shall be irrevocable for the period of one (1) year following the date it was signed or until the current collective bargaining agreement expires, whichever occurs sooner. This authorization for deduction of union dues may be revoked after a thirty (30) day written cancellation notice is given to the union and to the employer.

DATE _____

SIGNATURE _____

ADDRESS _____

SOCIAL SECURITY NUMBER _____

The Employer shall remit annually a list of all employees in the unit and the amount of dues deducted from each employee's earnings. Any deletions and additions to this list shall be submitted to the Union as they occur.

ARTICLE 5
GRIEVANCES

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. Grievances as herein defined shall be processed in the following manner:

Procedure. The investigation or processing of a grievance by the Employee Organization representatives shall be carried out in a manner which does not interfere with normal operations of the County, by first obtaining the permission of the immediate supervisor, or department head if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Employee Organization shall have no more than two (2)

members investigating or processing a single grievance. Time spent by the Employee Organization representatives on a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.

Time Limits. If a grievance is not presented within the time limits set forth below, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Employee Organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and Employee Organization involved in each step. After Step 2, the parties move to arbitration. More than one (1) grievance may be heard by the same arbitrator only by mutual written agreement of the parties. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive.

Step 1. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with his/her immediate supervisor. The grievance shall be discussed orally in Step 1, but the grievant shall cite the provisions of this Agreement allegedly violated. Step 1 must be taken within ten (10) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Step 2. If the disposition of the grievance at Step 1 is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement and submit it to the department head within six (6) working days after the response from the immediate supervisor. The supervisor shall supply the department head with a written report within six (6) working days of the receipt of the grievant's written complaint. The department head shall schedule a conference with the grievant and his/her Steward, if so desired, and his/her supervisor within six (6) working days of receipt of the complaint and the supervisor's written report. Following the aforesaid conference, the department head shall investigate the grievance and respond to it in writing, sending a copy to the grievant within six (6) working days.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Employee Organization may, within seven (7) working days after receipt of the County's answer in Step 2, invoke the arbitration procedure as specified in this Agreement, provided the referral to arbitration is in writing to the other party.

Selection of Arbitrator. After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by

either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Authority of an Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the County and the Employee Organization, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period prior to the date the violation occurred. All awards of back pay shall be limited to the amount of wages and benefits the employee would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal service that he/she has received from any source during said period.

No arbitrator shall decide more than one (1) grievance on the same hearing or series or hearings except by mutual agreement between the parties.

Any non-probationary employee discipline, suspension or discharge is subject to being grieved.

ARTICLE 6 LEAVES

Military Leave. All probationary and permanent employees shall be granted up to a maximum of thirty (30) days military leave with pay or as required by military order of the Code of Iowa.

Jury Duty Leave. All permanent employees shall be granted time off with pay for up to 60 days per calendar year for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. An employee released from jury duty, before 11:00 AM shall report to work by 1:00 PM of the same day and an employee released from jury duty after 11:00 AM shall report to work the following morning. Any jury duty pay less mileage pay received by an employee shall be forwarded to the County Engineer, to be deposited in the Secondary Road fund.

Sick Leave. All permanent employees shall be entitled to sick leave with full pay, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental, or optical examination or treatment, or whereby reason of his/her exposure to contagious disease, his/her presence at his/her post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy or recovery therefrom shall be covered by sick leave.
2. Sick leave benefits shall accrue at the rate of two (2) days per month up to a maximum of ninety (90) days. Accrual will commence during the probationary period upon employment, except when employment begins after the seventeenth (17th) of the month, in which case it shall start on the first (1st) of the following month.
3. Sick leave shall accrue only when the employee works full-time or is on leave with pay.
4. Sick leave shall not be used for vacation leave.
5. Sick leave shall not be taken in advance.
6. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons in #1 above. In cases where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. The Employer may, upon excessive use of sick leave, at his discretion, require evidence of illness or other reasons defined in #1 above as

he deems necessary, and in all cases, sick leave pay shall not be granted until approved by the Employer.

7. Sick leave shall be taken on a workday basis, but may be granted one-half (1/2) day at a time as the Employer deems necessary. Holidays designated in this Agreement falling within a period of sick leave shall not be counted against sick leave.
8. Sick leave shall not accrue during leaves of absence without pay, suspension, layoff, and educational leave.
9. An employee who transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
10. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation, except in cases of retirement or death, an employee or his/her estate shall be compensated for up to thirty (30) working days of accumulated sick leave days at the employee's regular rate of pay.
11. If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave. If all sick leave and vacation leave is used, the employee may be granted sick leave without pay.
12. An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his accumulated sick leave shall be granted a leave of absence without pay by the County Engineer for the duration of the illness not to exceed ninety (90) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between the County Engineer and the employee. Requests for such leave shall be made in writing to the County Engineer and a copy filed with the Union.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

Upon return from the leave of absence, the employee shall return to his/her former job if physically qualified.

13. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay, or sick leave, or an extension of such leave, except for valid reasons submitted in

advance and approved by the Employer, shall be considered a resignation.

14. Any time off work due to an injury or illness covered by Workers Compensation payments, accumulated sick leave shall be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working.

Personal Leave. Personal leave shall be two (2) days per year and may accumulate to a maximum of four (4) days. Personal leave days shall be requested in advance and shall be by mutual agreement between the County Engineer and the employee requesting the leave. Personal leave may be taken in one hour increments granted with permission of the County Engineer or General Foreman.

Funeral Leave. In the case of a death in the employee's immediate family, up to four (4) days of funeral leave will be allowed with pay. Immediate family is defined as the employee's spouse, child, parents, father-in-law or mother-in-law, grandchild, brother and sister. Employees will be allowed one (1) day of funeral leave with pay in the case of a death of the employee's brother-in-law, sister-in-law, grandparents of the employee or of his/her spouse, niece, nephew, aunt, uncle. For those relatives of employees that are listed as one (1) day of paid funeral leave, the employee will be allowed up to two (2) days for attendance at a funeral over two hundred (200) miles one way from Mt. Ayr, Iowa. The maximum of one-half (1/2) day shall be allowed to serve as a pallbearer or honor guard. Funeral leave shall be requested in writing to the County Engineer and approved by the County Engineer.

Released Time for Negotiations. One (1) member of the bargaining unit shall be released from normal duties for the purpose of contract negotiations. Request for proposed attendance at such meeting(s) shall be submitted to the County Engineer for approval in advance of the desired absence, allowing sufficient time to secure a replacement, if needed. Such released time shall be without loss of pay.

Volunteer Leave. An employee shall not suffer loss of pay during normal hours of work while participating in approved volunteer work for any County agency with prior approval of the County Engineer.

ARTICLE 7 HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week.

The probable workweek for unit employees will be forty (40) hours per week. The probable regular starting time will be 7:30 AM with an unpaid lunch period of one-half (1/2) hour as close to the middle of the shift as possible, and the probable regular quitting time at 4:00 PM Monday through Friday.

The workday shall start and end at the time and location designated by the Employer. The Employee Organization shall be given written notice at least fourteen (14) calendar days in advance of a permanent change to the employee's normal start and stop times of work.

If an employee is called in prior to their normal starting time, the employee could work ten (10) hours before being sent home.

An employee called back from home to work after working their regular shift shall be guaranteed one (1) hour of pay.

ARTICLE 8 OVERTIME

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours per day or forty (40) hours in any workweek. Work performed on a recognized paid holiday will be paid for at time and one-half (1 1/2) the employee's straight time hourly rate. Compensated time (vacation, paid holidays, funeral leave, jury duty, sick leave) shall count as time worked for the purpose of computing overtime. All employees shall work overtime when requested by the Employer.

For hours worked in excess of forty- (40) in a week, compensatory time will be permitted. For each hour worked over forty- (40) in a week, the employee can elect to use compensatory time at one and one-half (1 1/2) hours off work at straight time pay. Said compensatory time must be taken off work no later than June 15 after it was earned, at a time mutually agreed upon between the employee and the Engineer. For compensatory time earned and not used by June 15, this time will be paid for.

ARTICLE 9 REST PERIODS AND TRAVEL TIME

The Employer shall grant, with pay, one (1) fifteen (15) minute rest period as close to the middle of the morning as possible, and one (1) fifteen (15) minute rest period as near the middle of the afternoon as possible.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance location to which each employee may be assigned.

ARTICLE 10 MILEAGE REIMBURSEMENT

An employee shall be paid twenty-six cents (\$.26) per mile for all Employer require use of his/her personal vehicle. All use of personal vehicles shall be authorized by the County Engineer.

ARTICLE 11

UNIT WORK

Supervisors may perform bargaining unit work for the following reasons: training, instruction, acting in situations when failure to do the work may result in damage to property, material, machinery, or equipment, and in emergency situations. There shall be no limitations or restrictions on supervisors performing bargaining unit work when no bargaining unit employees are laid off.

ARTICLE 12 RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules and County policy affecting this bargaining unit. Said work rules and policy will be sent to the Union representative thirty (30) days prior to the effective date.

ARTICLE 13 VISITATION

The Business Representative of the Union, who has been previously identified by the Union to the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation. Each visit shall be approved by the County Engineer or his designated representative.

ARTICLE 14 PAY PERIOD

The pay period for all Secondary Road employees shall begin at 12:01 AM Sunday and end fourteen (14) calendar days later on Saturday, 12:00 Midnight. The checks shall be delivered or mailed the first Friday following the end of the pay period.

ARTICLE 15 INJURY REPORTING

When an employee of the County suffers an injury in the line of duty, a written report of such accident shall be made as soon as is practical to the office of the County Engineer. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto. An employee who is physically able and who fails to report before the end of the shift or in no event later than twenty-four (24) hours of the injury, however minor, to the office of the County Engineer and to take such First Aid or medical treatment as may be necessary shall not be entitled to or be eligible for sick leave as outlined in this Agreement.

ARTICLE 16 HOLIDAYS

Only probationary and permanent employees shall be eligible for holiday pay. Holidays observed by eligible employees are as follows:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Floating Holiday (the use of the Floating Holiday shall be decided by majority vote of the bargaining unit)	

No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday, provided that any paid or excused absence will count as a day worked.

When a holiday falls on Saturday, the preceding Friday shall be granted. When a holiday falls on Sunday, the following Monday shall be granted.

Work performed on a recognized paid holiday will be paid for at time and one-half (1 1/2) the employee's straight time hourly rate.

ARTICLE 17 SENIORITY, JOB SELECTION, AND PROMOTION

Job selection and promotion shall be based upon the following:

1. The skills, knowledge, and ability of an applicant based upon their education, training, and experience.
2. Job performance factors such as judgment, work habits, quantity and quality of work.
3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. If the skills, knowledge and ability of the applicants based upon their education, training and experience are equal as determined by the Employer in its sole discretions, seniority will govern.
4. No permanent vacancy or newly created job classification in the bargaining unit, with the exception of the Working Foreman job classification, will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such position(s) and to have their application(s) considered. The successful job applicant will be placed into the job classification with a twenty (20) working day trial period, which may be

extended by mutual agreement between the Employer and the Union. The successful job applicant shall be paid at the hourly rate of the job classification during the trial period.

Within said trial period, the employee must demonstrate that he/she meets the Employer's expectations or he/she will be removed and returned to his/her former job classification.

ARTICLE 18 PROBATIONARY PERIOD

Each employee shall be considered as on probation for a period not to exceed six (6) months. Any employee may be terminated during his/her probationary period without right of appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted all permanent employees and the terms of employment shall start as of the employment date.

The seniority, permanent employment status and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is discharged, fails to report within one week after notice of recall, is laid off or absent for any reason for a period exceeding twelve (12) months or his seniority, whichever is lesser, engages in other work for hire while on leave of absence or gives a false reason for obtaining a leave of absence, fails to report for work at the end of a leave of absence, or is absent without notice to the County more than one (1) day in any year, unless satisfactory evidence is presented to the County that the employee was physically unable to give notice.

ARTICLE 19 PERMANENT EMPLOYMENT

Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal workweek every week except for approved leaves of absence.

ARTICLE 20 REDUCTION IN FORCE

A restricted operating budget or a shortage of work sometimes makes a staff reduction necessary. The reduction in force must be in a systematic manner and must be approved by the Employer. The layoff will be accomplished in the following sequence: probationary employees first, and finally permanent employees based upon their job performance, and if performance is equal, seniority shall rule.

Employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 21 VACATION

Probationary or permanent employees shall earn vacation leave with full pay for continuous employment as follows:

Employees who have completed one (1) year of service will be eligible for one (1) workweek (five (5) days) of paid vacation.

Employees who have completed two (2) years of service will be eligible for two (2) weeks (ten (10) days) of paid vacation.

Employees who have completed eight (8) years of employment will be eligible for three (3) weeks (fifteen (15) days) of paid vacation.

Employees who have completed fifteen (15) years of employment will be eligible for four (4) weeks (twenty (20) days) of paid vacation.

Split vacation time will be only with the permission of the Engineer.

Preference for time of vacation shall be given to the Foreman and seniority will determine for the rest of the employees.

All vacation times must be approved by the Engineer.

Vacation time shall not be cumulative except as provided herein.

When a holiday falls within the vacation period, the holiday shall not be included in the vacation period. Vacation leave shall be accrued on an annual basis, figured from the anniversary date of employment. No more than a maximum of two (2) weeks vacation can be carried over. Vacation leave may be taken in a minimum of one (1) day increments.

If an employee is separated from employment due to layoff, resignation, retirement or death, he/she or his/her estate shall have paid to it an amount equal to any unused vacation leave he/she may have earned.

Vacation leave shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use vacation leave must be given two (2) weeks in advance of said leave commencing. If, due to inclement weather or other Employer designated slack times, the two (2) week advance notice may be waived by the Employer. Any employee discharged shall be paid for any unused vacation leave.

Vacation pay will be at the employee's normal pay for the days or weeks for which he/she would have been regularly scheduled to work.

ARTICLE 22 GROUP INSURANCE

Group Health Insurance benefits are available to employees upon application. The Employer shall pay all of the individual probationary and permanent employees' premium for the Group Hospital, Medical, and Major Medical Insurance designated by the Employer. The Employer will pay 66.33% of the premium payment for dependent coverage and the employee will pay 33.67% (Dependent = Family minus single rate.) The Employee's participation for group insurance coverage shall cease immediately upon termination of employment.

The Employer will select the insurance carrier(s) and the coverage and benefit levels will remain equal to that provided in the Painters District Council 81 Benefit Plan effective July 1, 2003.

ARTICLE 23 SAFETY

All employees shall be required to possess a valid Red Cross First Aid Certificate and possess a valid chauffeur's licensee within six (6) months of employment. The cost of renewal of a valid Red Cross First Aid certificate shall be paid by the Employer. The First Aid class to be taken during working hours. All employees shall comply with all federal, state and local safety rules and regulations.

The Employer shall pay the cost of one (1) pair of clear safety lenses and frames with a maximum replacement period of every two (2) years, not to exceed Fifty Dollars (\$50.00) per occurrence. The employee shall be responsible for the full examination fee, plus any extra costs. Special circumstances shall be considered for more frequent replacement.

ARTICLE 24 SALARY

The rate of pay shall be as set forth in the Pay Schedule attached hereto.

Short Term Absences. Employees who replace others because of a short term absence such as normal sick leave and vacation time shall be compensated at the out-of-class rate for any time beyond two (2) normal workweeks, but at no time shall the employee be paid less than the employee's regular job classification rate of pay.

ARTICLE 25 BULLETIN BOARD

Space shall be provided which may be used by the Employee Organization or employees for the posting of Employee Organization notices. Anything other than official Union meeting notices shall be approved by the County Engineer prior to posting. These notices shall be signed by an official representative of the Employee Organization and initialed by a responsible official of the County before posting.

ARTICLE 26 SAVINGS CLAUSE

If any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof. A provision of the Code of Iowa which is inconsistent with any term or condition of this Agreement, then the Code of Iowa shall supersede that term or provision.

ARTICLE 27 ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements and practices between the County and Employee Organization, unless expressly stated to the contrary herein, and together with the concurrent Letters of Understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the County and the Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 28 LONGEVITY

A longevity allowance in cents per hour after continuous length of service will be as follows:

After	Hourly Allowance
5 years of service	\$.05
10 years of service	\$.10
15 years of service	\$.15
20 years of service	\$.20

ARTICLE 29 EFFECTIVE PERIOD AND SIGNATURES

Except where otherwise provided herein, this Agreement shall become effective the 1st day of July, 2006. It shall remain in full force and effect until the 1st day of July, 2009,

and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15 of the year immediately prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 23rd day of November, 2005.

RINGGOLD COUNTY, IOWA

By its Board of Supervisors

By David R. Suber
Chairman

By Royce H. Orledge

By Wayne Kenney

By Don R. Coulson
County Engineer

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL 2003, INTERNATIONAL
UNION OF PAINTERS
& ALLIED TRADES, AFL-CIO

By Randall D. Sch
Union Representative

By Greg Moberg
Employee Representative

By Keri Gamblin
Employee Representative

EXHIBIT A

JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

		62¢	64¢	67¢
JOB CLASSIFICATIONS	EFFECTIVE 7/1/05	EFFECTIVE 7/1/06	EFFECTIVE 7/1/07	EFFECTIVE 7/1/08
AIDE 1	\$ 15.31	\$ 15.93	\$ 16.57	\$ 17.24
AIDE 11	\$ 15.52	\$ 16.14	\$ 16.78	\$ 17.45
AIDE 111	\$ 15.95	\$ 16.57	\$ 17.21	\$ 17.88
MECHANIC 1	\$ 15.52	\$ 16.14	\$ 16.78	\$ 17.45
MECHANIC 11	\$ 15.74	\$ 16.36	\$ 17.00	\$ 17.67
WORKING FOREMAN 1	\$ 15.74	\$ 16.36	\$ 17.00	\$ 17.67
WORKING FOREMAN 11	\$ 15.95	\$ 16.57	\$ 17.21	\$ 17.88
YARDMAN	\$ 15.63	\$ 16.25	\$ 16.89	\$ 17.56
MAINTENANCE OPERATOR 1	\$ 15.20	\$ 15.82	\$ 16.46	\$ 17.13
MAINTENANCE OPERATOR 11	\$ 15.52	\$ 16.14 ^{3.99⁷⁵}	\$ 16.78 ^{3.99⁷⁵}	\$ 17.45 ^{3.99⁷⁵}
MAINTENANCE OPERATOR 111	\$ 15.74	\$ 16.36	\$ 17.00	\$ 17.67

All probationary employees may receive seventy-five cents (\$.75) per hour less than their assigned classification.

The Asphalt Distributor Operator shall receive twenty-five cents (\$.25) per hour above assigned classification.

16.36
16.36

GRIEVANCE FORM

Local Name and Number _____

Employee's Name _____

Present Working Title _____

Department _____ Employee Number _____

Details of Aggrieved Action _____

Contract Article(s) Violated _____

Relief Requested _____

Signed _____ Signed _____

Employee

Steward

Date Received by Employer _____

Action Taken _____

Date _____

Signed _____

Title _____